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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF NEVADA**
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9 JGSM ENTERTAINMENT CORP., a Delaware
Corporation,

10 Plaintiff,

11 v.

12 TWG MANAGEMENT, LLC, a Nevada limited
liability company; TOM WACKMAN, an
individual resident of Wisconsin, et al.,

13 Defendants.
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Case No. 2:17-cv-02915-KJD-NJK

ORDER

15 Presently before the Court is Defendant, TWG Management, LLC's Motion to Dismiss
16 for Improper Venue, or, in the Alternative, To Transfer Venue (#4), to which Plaintiff JGSM
17 Entertainment Corp. responded (#7) and TWG replied (#18). Also before the Court is Tom
18 Wackman's Motion to Dismiss for Lack of Personal Jurisdiction and Improper Venue (#30) to
19 which JGSM responded (#31) and Wackman replied (#32). Because the Court finds that
20 Wackman has sufficient minimum contacts with the forum to confer personal jurisdiction, it
21 denies Wackman's motion to dismiss. Additionally, because the Court finds that Nevada is an
22 acceptable venue, it denies his and TWG's motions to dismiss or transfer venue.¹
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24 ¹ Also before the Court are Defendant TWG Management, LLC's Motion to Extend Time
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1 I. Background

2 This matter arises out of a joint venture to renovate and operate a nightclub in Chicago,
3 Illinois. In 2013, Defendant TWG Management, LLC entered into an agreement with 157
4 Ontario, Inc. (not a party to this action) to renovate a property located at 157 Ontario Street in
5 Chicago, Illinois. TWG is a Nevada limited liability company, and Defendant Tom Wackman is
6 its sole member. About two years after the initial agreement between TWG and 157 Ontario,
7 TWG sought additional funding for the Ontario Street project. Wackman connected with
8 Plaintiff JGSM Entertainment Corp. through Ronn Nicolli who was a Nevada resident and
9 mutual acquaintance of Wackman and Claudio Gonzalez, JGSM's sole shareholder.

10 How and where the parties met is hotly contested. According to JGSM, Wackman
11 targeted Gonzalez based on his experience and contacts in the hospitality and night life industry.
12 It claims that Wackman traveled to Las Vegas in September of 2015 to solicit investment from
13 JGSM to fund the Ontario Street renovation. The parties allegedly met at a Las Vegas restaurant
14 in September 2015 to discuss the project and negotiate investment. Gonzalez was present on
15 behalf of JGSM. Also present was Yannick Mugnier—a Nevada resident—and Wackman.
16 During the meeting, the parties came to an oral agreement whereby JGSM agreed to invest in the
17 Ontario Street project, share in the management of the property, and receive future income from
18 the property. JGSM submits sworn declarations by Gonzalez and Mugnier to support its claims.

19 Wackman insists that his 2015 trip to Las Vegas was purely social. He argues that he
20 never discussed the project in Las Vegas and disputes JGSM's declarations. Additionally,
21 Wackman claims that negotiations between the parties occurred by phone or email and any

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23 (First Request) to Reply in Support of Motion to Dismiss (#12) and Plaintiff JGSM Entertainment
24 Corp.'s Motion to Strike Reply (#21). Having reviewed both motions, the Court hereby grants
TWG's Motion to Extend Time (#12). As a result, the Court dismisses JGSM's Motion to Strike
(#21) as moot.

1 meetings took place in Chicago. In addition to sworn declarations, Wackman submits copies of
2 text messages between himself and Mugnier. These text messages suggest that Mugnier was in
3 Chicago to meet with Wackman multiple times in the Fall of 2015 and throughout the year in
4 2016.

5 What is clear is that the parties were in contact in the Fall of 2015. The parties agree that
6 Gonzalez and Wackman discussed investment in the Ontario Street project. They also agree that
7 they communicated via telephone and email. Finally, in December, 2015, Wackman formed a
8 Nevada company titled Last Disco Chicago, LLC to manage the parties' investments and
9 progress of the ongoing Ontario Street project.

10 Progress ceased after difficulties arose between the parties concerning who owned the
11 property and whether its liquor licenses could be efficiently transferred. The parties attempted to
12 remedy the dispute but were unsuccessful. In December 2016, Wackman recorded a mechanic's
13 lien on the Ontario Street property with the Cook County, Illinois recorder's office. JGSM then
14 brought this action in the Eighth Judicial District Court in Nevada and alleged eleven causes of
15 action against TWG and Wackman including both contract and tort claims. TWG subsequently
16 removed the action to this court.

17 II. Analysis

18 A. Personal Jurisdiction

19 1. Legal Standard

20 The plaintiff bears the burden of demonstrating personal jurisdiction over each defendant.
21 See Schwarzenegger v. Fred Martin Motor Co., 374 F.3d 797, 800 (9th Cir. 2004). The Court
22 first looks to federal statute to determine whether personal jurisdiction exists. See Gator.com
23 Corp. v. L.L. Bean, Inc., 314 F.3d 1072, 1076 (9th Cir. 2003). Absent a federal statute, the Court
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1 must determine (1) whether the state's long-arm statute has been satisfied and (2) whether the
2 exercise of personal jurisdiction is consistent with the notions of due process. Trump v. Eighth
3 Judicial Dist. Court, 857 P.2d 740, 747 (Nev. 1993). Nevada's long arm statute authorizes
4 personal jurisdiction so long as such jurisdiction is "not inconsistent with the Constitution." See
5 Wells Fargo & Co. v. Wells Fargo Express Co., 556 F.2d 406, 415 (9th Cir. 1977); N.R.S.
6 14.065.

7 When, as here, the defendant's motion to dismiss is based on declarations and written
8 discovery, "the plaintiff need only make a prima facie showing of jurisdictional facts to defeat
9 the defendant's motion." Sher v. Johnson, 911 F.2d 1357, 1361 (9th Cir. 1990); Data Disk, Inc.
10 v. Sys. Tech. Assocs., Inc., 557 F.2d 1280, 1285 (9th Cir. 1977) ("if a plaintiff's proof is limited
11 to written materials, it is necessary only for these materials to demonstrate facts which support a
12 finding of jurisdiction in order to avoid a motion to dismiss."). The Court accepts uncontroverted
13 factual allegations as true and must resolve disputed facts in the plaintiff's favor. See
14 Schwarzenegger, 374 F.3d at 800.

15 Personal jurisdiction is appropriate when the defendant engages in sufficient contacts
16 with the forum state "such that the maintenance of the suit does not offend 'traditional notions of
17 fair play and substantial justice.'" Int'l Shoe Co. v. Washington, 326 U.S. 310, 316 (1945).
18 These requirements "give a degree of predictability to the legal system that allows potential
19 defendants to structure their primary conduct with some minimum assurance as to where that
20 conduct will and will not render them liable to suit." World-Wide Volkswagen Corp. v.
21 Woodson, 444 U.S. 286, 297 (1980).

22 The strength of the defendant's contacts with the forum determine whether that defendant
23 is subject to general or specific jurisdiction. Boschetto v. Hansing, 529 F.3d 1011, 1016 (9th Cir.

2008). General jurisdiction exists where there are “substantial” or “continuous and systematic” contacts with the forum state such that jurisdiction would be appropriate regardless of whether the defendant’s conduct occurred in the forum. Bancroft & Masters, Inc. v. Augusta Nat’l Inc., 223 F.3d 1082, 1086 (9th Cir. 2000). Specific jurisdiction, on the other hand, is appropriate where “the case arises out of certain forum-related acts.” Id. The touchstone of personal jurisdiction is “purposeful availment of the forum, which ensures that defendants are not “haled into a jurisdiction solely as a result of ‘random,’ ‘fortuitous,’ or ‘attenuated’ contacts.” Glencore Grain Rotterdam B.V. v. Shivnath Rai Harnarain Co., 284 F.3d 1114, 1123 (9th Cir. 2002) (citing Burger King Corp. v. Rudzewicz, 471 U.S. 462, 475 (1985)).

2. The Court has Personal Jurisdiction over Wackman

As a preliminary matter, the Court addresses Wackman’s argument that his proffered declarations and text messages sufficiently contravene JGSM’s sworn declarations such that the Court need not accept JGSM’s declarations as true. At the motion to dismiss stage, the Court accepts plaintiff’s version of the facts as true, and “conflicts between the facts contained in the parties’ affidavits must be resolved in the [plaintiff’s] favor for purposes of deciding whether a prima facie case for personal jurisdiction exists.” Harris Rutsky & Co. Ins. Servs., Inc. v. Bell & Clements Ltd., 328 F.3d 1122, 1129 (9th Cir. 2003). The Court may disregard the plaintiff’s sworn declarations only when they are “directly contravened.” Id.

Here, the parties’ declarations disagree as to whether the nature of their 2015 meeting was business or pleasure. To bolster his declaration that the 2015 meeting was pleasure not business, Wackman submitted text messages between himself and Mugnier that show Mugnier was in Chicago and in communication with Wackman in 2015 and 2016. The competing declarations demonstrate a mere factual dispute. And Wackman’s unauthenticated text messages

1 only show that Mugnier was in Chicago at various times in 2015 and 2016 and that he
2 communicated with Wackman while he was there. The text messages do not foreclose the
3 possibility that the parties met in Las Vegas to negotiate the agreement as JGSM has alleged.
4 Accordingly, the Court finds that Wackman has not “directly contravened” JGSM’s allegations
5 of personal jurisdiction and will resolve factual disputes in its favor.

6 a. Wackman’s Contacts with Nevada

7 Next, the Court turns to whether Wackman has sufficient contacts with Nevada for the
8 Court to exercise jurisdiction over him.² The parties agree that Wackman’s contacts with
9 Nevada are not so “continuous and systematic” to support general personal jurisdiction. The
10 question then, is whether Wackman purposefully availed himself of the laws and benefits of
11 Nevada through his contacts with the state.

12 The Court applies a three-part test to determine whether a defendant’s contacts with the
13 forum are sufficient to confer personal jurisdiction:

14 (1) the non-resident defendant must purposefully direct his activities or
15 consummate some transaction with the forum or resident thereof; or perform
16 some act by which he purposefully avails himself of the forum, thereby invoking
17 the benefits and protections of its laws; (2) the claim must be one which arises out
18 of or relates to the defendant’s forum-related activities; and (3) the exercise of
19 jurisdiction must comport with fair play and substantial justice, i.e., it must be
20 reasonable.

21 Schwarzenegger, 374 F.3d at 802. The plaintiff bears the burden of proving the first two prongs
22 of the test. CollegeSource, Inc. v. AcademyOne, Inc., 653 F.3d 1066, 1076 (9th Cir. 2011). If the

23 ² Wackman contends that he is not subject to personal jurisdiction in Nevada individually
24 because he was acting on behalf of TWG. Wackman correctly argues that he cannot be subject to
25 jurisdiction solely because he is a member of a Nevada limited liability company. However, the
26 question boils down to whether Wackman—as an individual—would reasonably anticipate being
haled into court in Nevada. See World-Wide Volkswagen, 444 U.S. at 296. As the sole shareholder
of the TWG, Wackman is the one who initiated contact with JGSM, he was aware of any agreement
between the parties, and he accepted JGSM’s investment. Therefore, in this dispute, it is reasonable
that Wackman would anticipate being haled into court in Nevada.

1 plaintiff succeeds, the burden shifts to the defendant to make a “compelling case” that
2 jurisdiction would be unreasonable. Id.

3 i. Purposeful Availment and Purposeful Direction

4 Although purposeful availment and purposeful direction are often conflated, they are two
5 distinct concepts. Pebble Beach Co. v. Caddy 453 F.3d 1151, 1155 (9th Cir. 2006). Whether the
6 Court analyzes purposeful direction or availment depends upon the plaintiff’s claim; purposeful
7 availment is for contract claims while purposeful direction is for tort claims. Id.;
8 Schwarzenegger, 374 F.3d at 802. When the plaintiff brings both contract and tort claims, the
9 plaintiff must only demonstrate personal jurisdiction on one claim because the Court may
10 exercise pendent jurisdiction over the additional claims so long as they arise out of a common
11 nucleus of operative fact. See Action Embroidery Corp. v. Atlantic Embroidery, Inc., 368 F.3d
12 1174, 1181 (9th Cir. 2004). Although JGSM brings both tort and contract claims, they each arise
13 out of the breach of an alleged oral agreement between the parties. Accordingly, the Court will
14 have jurisdiction if Wackman purposefully availed himself of Nevada.

15 A defendant avails itself of the forum when it exercises the privilege of conducting its
16 business activities in the forum state. Hanson v. Denckla, 357 U.S. 235, 253 (1958). By so doing
17 the defendant takes advantage of benefits of the state and enjoys the protection of its laws. Id. A
18 contract between a defendant and a resident of the forum—without more—is insufficient to
19 confer personal jurisdiction. Boschetto, 539 F.3d at 1017. But participating in contract
20 negotiations in the forum does constitute purposeful availment of a forum. See Data Disk, 557
21 F.2d at 1287–88 (“By participating in the contract negotiations in [the forum, the defendant]
22 purposefully availed itself of the privilege of carrying out activities in that state.”).

23 Wackman availed himself of the benefits of doing business in Nevada in 2015. According
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1 to JGSM, Wackman initiated contact with Nevada residents who had experience in the
2 hospitality and night life industry. He then traveled to Las Vegas to solicit investments from
3 Nevada residents. During Wackman's stay in September 2015, he negotiated an investment
4 agreement for the Ontario Street project. After JGSM invested, TWG, through Wackman, agreed
5 to share management responsibilities and eventual profits from the club. These facts suggest that
6 Wackman availed himself of the benefits of doing business in Nevada.

7 Wackman denies the Fall 2015 meeting and claims his only contacts with Nevada arise
8 through contacts with people who happen to be Nevada residents. In support, Wackman points to
9 Picot v. Weston, 780 F.3d 1206 (9th Cir. 2015). Wackman's reliance on Picot, however, is
10 unavailing.

11 In Picot, the Ninth Circuit analyzed whether a California district court had personal
12 jurisdiction over a Michigan resident arising out of a contract with a California plaintiff. There,
13 the plaintiff traveled to Michigan to meet with the defendant who lived and worked there. Id. at
14 1209. While in Michigan, the parties negotiated an agreement wherein the defendant would
15 research and develop "hydrogen technology" for future sale. Id. The defendant used his lab in
16 Michigan to develop the product. Aside from his interaction with the plaintiff, the defendant's
17 only contacts with California were two trips to help the plaintiff demonstrate the product to
18 prospective buyers. Id. at 1210. Neither trip was contemplated in the original agreement, and
19 both were at the plaintiff's request. Ultimately, the Court determined that those two trips to
20 California were not sufficient contacts between the defendant and California to confer personal
21 jurisdiction. Id. at 1213.

22 This case is different. Whereas the Picot defendant negotiated the contract in Michigan,
23 performed the contract in Michigan, and traveled to California only at the plaintiff's request to
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1 demonstrate the product, here, JGSM alleges that Wackman sought out Nevada residents due to
2 their experience with the Las Vegas hospitality and nightlife industry. He traveled to Las Vegas,
3 met with the Plaintiff in Las Vegas, and negotiated the alleged agreement in Las Vegas. Then,
4 Wackman formed a Nevada limited liability company to facilitate that investment agreement.
5 Taking these facts in the light most favorable to JGSM, Wackman's contacts with Nevada are far
6 more intentional and directed at the forum state than those in Picot. Accordingly, the Court finds
7 that Wackman availed himself of the privileges and benefits of doing business in Nevada.

8 ii. Forum Related Activities

9 The second prong of the test is whether plaintiff's claim arises out of activity conducted
10 in the forum state. Schwarzenegger, 374 F.3d at 802. The mere existence of a contract between
11 the defendant and a resident of the forum state is not enough. Roth v. Garcia Marquez, 942 F.2d
12 617, 621 (9th Cir. 1991). Rather, the Court examines the "continuing relationships and
13 obligations with citizens of the [forum]." Burger King Corp. v. Rudzewicz, 471 U.S. 462, 473
14 (1985). The Court also considers the circumstances surrounding formation of the contract
15 including "prior negotiations and contemplated future consequences, along with the terms of the
16 contract and the parties' actual course of dealing." Id. at 479.

17 JGSM's declarations claim that Wackman's connections to Nevada are more significant
18 than just the alleged agreement. Wackman solicited investments from Nevada residents with
19 institutional knowledge by virtue of their experience with Las Vegas nightlife. He then
20 voluntarily traveled to Las Vegas to meet with JGSM. The meeting took place at a restaurant in
21 Las Vegas. During the meeting, the parties negotiated lending for the Ontario Street project and
22 discussed the requirements to form a Nevada limited liability company. Wackman then formed
23 the company in Nevada to facilitate the parties' capital contributions for the project. Wackman's
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1 contacts extended beyond a mere contract with Nevada residents. Accordingly, JGSM's claims
2 arise out of Wackman's activities in Nevada.

3 iii. Reasonableness

4 The final prong of the analysis shifts the burden to Wackman to present a "compelling
5 case" that jurisdiction in Nevada would be unreasonable. Schwarzenegger, 374 F.3d at 802. This
6 is a high bar because there is a "presumption of reasonableness" once a plaintiff has satisfied the
7 first two elements of the test. See Haisten v. Grass Valley Med. Reimbursement Fund, Ltd., 784
8 F.2d 1392, 1397 (9th Cir. 1986). The Court looks to seven factors to determine whether personal
9 jurisdiction is reasonable:

10 (1) the extent of the defendant's purposeful interjection into the affairs of
11 the forum state; (2) the burden on the defendant of defending in the forum;
12 (3) the extent of conflict with the sovereignty of the defendant's state; (4)
13 the forum state's interest in adjudicating the dispute; (5) the most efficient
judicial resolution of the controversy; (6) the importance of the forum to
the plaintiff's interest in convenient and effective relief; and (7) the
existence of an alternative forum.

14 CE Distribution, LLC v. New Sensor Corp., 380 F.3d 1107, 1112 (9th Cir. 2004). Because the
15 factors do not overwhelmingly favor Wackman, jurisdiction is reasonable.

16 Factor one favors JGSM and jurisdiction. Wackman interjected himself into the forum
17 when he sought out investments from Nevada residents and traveled to Las Vegas to negotiate
18 capital contributions for the Ontario Street project. He then established a Nevada company to
19 facilitate those contributions and manage the renovations.

20 Factor two also favors jurisdiction. Wackman claims it would be a substantial burden to
21 litigate in Nevada because he is a citizen of Wisconsin, and the Ontario Street property is in
22 Illinois. He also contends that it would be unreasonable to require witnesses to travel to the
23 Nevada. Although Wackman does not live in Nevada, he is the sole shareholder of TWG
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1 Management over which the Court undoubtedly has personal jurisdiction. As the sole
2 shareholder, Wackman will be intricately involved with this litigation in Nevada regardless of
3 whether the Court has jurisdiction over him personally. Thus, despite the witnesses and property
4 being located in Illinois, Wackman would expect to litigate in Nevada where his business is
5 already litigating.

6 Factor three favors jurisdiction because there does not appear to be any conflict between
7 the states in adjudicating this dispute.

8 Factor four leans in favor of jurisdiction. Nevada has a “substantial interest” in
9 adjudicating the dispute of its residents. See CE Distribution, 380 F.3d at 1112 (“The forum state
10 has a substantial interest in adjudicating the dispute of one of its residents who alleges injury due
11 to the tortious conduct of another.”). JGSM has alleged both breach of contract and tort claims
12 against TWG and Wackman. Thus, Nevada has an interest in adjudicating this case.

13 Factor five tilts toward Wackman. JGSM argues that Wackman targeted Nevada and
14 traveled there to negotiate a contract to renovate the Ontario Street property. While the contract
15 negotiations and subsequent formation of a Nevada limited liability company form the basis of
16 the court’s personal jurisdiction over Wackman, the failure to renovate the property under the
17 agreement is at the center of the dispute. As a result, many of the witnesses and documents are
18 located in Illinois or Wisconsin, which may make either a more efficient forum.

19 Factor six favors jurisdiction. Although “not of paramount importance,” the plaintiff’s
20 decision to litigate in its home forum is “obviously most convenient.” Harris Rutsky, 328 F.3d at
21 1133.

22 Factor seven favors Wackman. Wackman proposes the Northern District of Illinois as an
23 alternative forum because the Ontario Street property is located in that district, Wackman lives in
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1 Wisconsin and does business in that district, and the witnesses are closer to that district.

2 Additionally, personal jurisdiction over Wackman in that forum is likely.

3 Although factors five and seven favor Wackman, the majority of the factors support
4 jurisdiction in Nevada. Accordingly, the Court finds that personal jurisdiction over Wackman in
5 Nevada is reasonable and denies Wackman's motion to dismiss for lack of personal jurisdiction.

6 B. Venue

7 The Court now turns to the defendants' motions to dismiss for improper venue, or in the
8 alternative, to transfer venue (#4, #30). In his motion to dismiss (#30), Wackman "joins in and
9 adopts the arguments TWG asserted in its motion to dismiss for improper venue (#4)." TWG's
10 motion boils down to two main arguments. First, it argues venue in Nevada is improper under 28
11 U.S.C. § 1391, which warrants dismissal. However, § 1391 does not apply here because TWG
12 removed this action from state court. See Polizzi v. Cowles Magazines, Inc., 345 U.S. at 666 (the
13 proper venue for a removed action is the district court "embracing" the state court). The District
14 Court for the District of Nevada embraces the Eighth Judicial District Court making it the proper
15 venue for this case. Therefore, the Court denies Wackman's motion to dismiss for improper
16 venue.

17 Next, TWG argues that the Court should transfer the action under 28 U.S.C. § 1404 for
18 convenience of the parties. It claims this suit could have been brought in the Eastern District of
19 Wisconsin or the Northern District of Illinois and that either venue would be substantially more
20 convenient for the parties. Upon review of the necessary factors for transfer, the Court finds that
21 Wackman has not made the "strong showing" necessary to transfer venue.

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1 2. Venue is Proper in Nevada

2 Much of TWG's and Wackman's arguments against venue in Nevada boil down to a
3 dispute over where the majority of the events leading to this action originated. As previously
4 discussed, JGSM alleges that the actions leading to this suit occurred in Las Vegas. It claims
5 TWG—through Wackman—sought out Nevada residents with extensive experience in the
6 hospitality and nightlife industry. Once Wackman contacted these Nevada residents, he traveled
7 to Las Vegas to negotiate an investment agreement and formed a Nevada limited liability
8 company to facilitate the agreement. Wackman and TWG, on the other hand, argue that any
9 negotiations happened in Wisconsin or Illinois and that those forums would be more convenient.

10 1) Location of the Negotiations

11 JGSM submitted declarations supporting its assertion that the location of the negotiations
12 underlying the parties' alleged agreement took place in Nevada. Contract negotiations in Nevada
13 are strong evidence against transfer. However, even absent the Nevada negotiations, this factor
14 would not favor transfer; at best it would be equal. Without the Las Vegas meeting, any
15 negotiations between the parties happened by phone and email—JGSM in Nevada and Wackman
16 in Wisconsin or Illinois. In essence, each party negotiated in their own forum. Therefore, this
17 factor does not weigh in favor transfer.

18 2) Familiarity with State Law

19 The parties dispute whether Nevada or Illinois law applies to ten of the eleven causes of
20 action. The eleventh arises out of Nevada's deceptive trade practice act (N.R.S. § 598.095–
21 0925). It is unclear whether Nevada law would apply to the other causes of action because the
22 parties dispute where the agreement was formed.⁴ At bottom, the deceptive trade practices claim

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24 ⁴ At this point, neither TWG nor Wackman have moved the court to make a choice of law

1 will require the Court to apply Nevada law. A Nevada court will be more familiar with Nevada
2 law than a Wisconsin or Illinois court. Therefore, this factor weighs against transfer.

3 3) Plaintiff's Choice of Forum

4 A plaintiff's choice of forum is generally entitled to considerable weight unless the forum
5 has "no interest in the parties or subject matter." Lou v. Beizberg, 834 F.2d 730, 739 (9th Cir.
6 1987). As discussed, Nevada has an interest in adjudicating the disputes of its residents.
7 Accordingly, this factor weighs against transfer.

8 4) Parties' Contacts with the Forum

9 Contrary to Wackman's arguments, this Court has personal jurisdiction over him due to
10 his contacts with Nevada. Further, this dispute arises out of the agreement that was allegedly
11 negotiated in the forum. Therefore, this factor weighs against transfer.

12 5) Connection Between Forum and JGSM's Claims

13 JGSM is located in Nevada. TWG is a Nevada limited liability company. This action
14 arises out of an agreement that was allegedly formed in Nevada. Though the performance of the
15 agreement would occur in Nevada and Illinois, the breach of the agreement arises out of the
16 parties' contacts with Nevada. Therefore, this factor weighs against transfer.

17 6) Cost of Litigation

18 The evidence and witnesses that will be summoned to court are split between Nevada and
19 the Midwest. Despite the modern convenience of travel and technological advances, it will likely
20 be more expensive to litigate in Nevada than in the Midwest. Therefore, this factor favors
21 transfer.

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24 determination for the remaining causes of action. The Court will not make that determination here.

1 7) Availability of Compulsory Process

2 The defendants concede that this factor has less bearing on transfer. TWG and Wackman
3 claim that because certain witnesses live outside of Nevada, it would be more efficient to transfer
4 venue to Wisconsin or Illinois. There are no allegations, however, that the defendants' non-party
5 witnesses would refuse to cooperate with litigation in Nevada or that compulsory process would
6 be necessary. In addition, transferring venue for the defendants' convenience merely shifts the
7 burden to JGSM who has chosen Nevada as its forum. Therefore, this factor does not favor
8 transfer.

9 8) Ease of Access to Proof

10 Finally, litigating in Nevada would not hinder the parties' access to the evidence in this
11 case. Admittedly, certain evidence is closer to the defendants' preferred forums than to Nevada.
12 However, that will not outweigh JGSM's choice to litigate in Nevada.

13 The majority of the Jones factors weigh against transferring this case to Illinois or
14 Wisconsin. The only factor that favors transfer—the cost of litigation—does not present a strong
15 showing of inconvenience on its own. And transferring this case would merely shift the
16 inconvenience from one party to the other. Therefore, the Court finds that venue is proper in
17 Nevada and denies the defendants' motion to transfer.

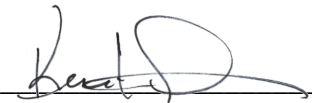
18 III. Conclusion

19 Accordingly, IT IS HEREBY ORDERED that Defendant TWG Management, LLC's
20 Motion to Dismiss for Improper Venue, or, in the Alternative, to Transfer Venue (#4) is
21 **DENIED;**

22 IT IS FURTHER ORDERED that Defendant Tom Wackman's Motion to Dismiss for
23 Lack of Personal Jurisdiction and Improper Venue (#30) is **DENIED;**

1 IT IS FURTHER ORDERED that Defendant TWG Management, LLC's Motion to
2 Extend Time (First Request) to Reply in Support of Motion to Dismiss (#12) is **GRANTED**; and
3 Plaintiff JGSM Entertainment Corp.'s Motion to Strike Reply (#21) is **DENIED as moot**.

4 Dated this 21st day of August, 2018.

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7 Kent J. Dawson
United States District Judge